UNITED STATES DISTRICT COURT DISTRICT OF SOUTH DAKOTA WESTERN DIVISION

LESLIE BONRUD,	Civ. No
Plaintiff,	
vs.	COMPLAINT
ZURICH AMERICAN INSURANCE COMPANY,	
Defendant.	

Plaintiff Leslie Bonrud, by and through his attorneys, and for his Complaint against the above-named Defendant, states as follows:

PARTIES

- Plaintiff is a resident of the City of Black Hawk, County of Meade, State of South Dakota.
- 2. Defendant Zurich American Insurance Company is a corporation which conducts business in South Dakota, with its principal place of business located in another state.

JURISDICTION

- 3. The amount in controversy exceeds \$75,000.
- 4. Jurisdiction is based on 28 U.S.C. § 1332, Diversity of Citizenship.

STATEMENT OF FACTS

- 5. On July 17, 2024, Leslie Bonrud ("Plaintiff") was working as a parts driver for Billion Kia Auto in Rapid City, South Dakota.
- 6. Plaintiff was driving a Ford transit van which was owned by Billion Holdings, Inc., and insured by Zurich American Insurance Company.

- 7. Plaintiff was on his way to deliver parts in Sturgis, South Dakota.
- While near the Sturgis exit, Plaintiff was rear-ended by Steven 8. Nicholas Frost who at the time was being pursued by law enforcement during a high-speed chase.
- As a result of the crash, Plaintiff was injured and damaged and has 9. suffered and will continue to suffer in the future, physical and mental anguish, and has incurred medical expenses, wage loss and loss of earning capacity, both in the past and in the future, all to Plaintiff's general and special damages.
- Mr. Frost was clearly at fault in causing the rear-end collision in 10. which Plaintiff was injured.
 - 11. The vehicle that Mr. Frost was driving was uninsured.
- At the time of the crash, the vehicle Plaintiff was driving was 12. registered to Billion Motors and insured by Defendant.
- As such, Defendant is responsible for any damages in regard to 13. this crash.
- Plaintiff's attorney has attempted to seek insurance information 14. from Defendant, however, Defendant has failed to provide any such information.

FIRST CAUSE OF ACTION UNINSURED MOTORIST CLAIM AS TO **DEFENDANT INSURANCE COMPANY**

Plaintiff reincorporates by reference the foregoing paragraphs. 15.

- 16. On or about July 17, 2024, Billion Kia Auto was insured with Defendant insurance company, under the provisions of an automobile insurance policy issued by Defendant that was then in effect in accordance with the provisions of South Dakota law, and for which applicable premiums were paid.
- Upon information and belief, Steven Frost was an uninsured 17. motorist, as defined by the terms of the subject policy of insurance with Defendant insurance company.
- Upon information and belief, under the terms and conditions of 18. the automobile uninsured insurance policy, Defendant insurance company, became obligated to pay uninsured motorist coverage to or on behalf of Plaintiff, if Plaintiff sustained injuries in an accident arising out of the ownership, operation, maintenance, or use of a motor vehicle, and the responsible tortfeasor was uninsured.
- Defendant has wrongfully denied and/or failed to pay 19. uninsured motorist benefits to the Plaintiff.

SECOND CAUSE OF ACTION (AGAINST DEFENDANT/INSURER) BAD-FAITH DENIAL OF CLAIM

- Plaintiff reincorporates by reference the foregoing paragraphs. 20.
- Defendant as Insurer owed Plaintiff a duty of good faith and fair 21. dealing implied from its policy of insurance.
- Defendant as Insurer, acting without a reasonable basis, has 22. denied uninsured motorist benefits under its policy of insurance that are due to Plaintiff.

- Defendant's actions, as Insurer, constitute a breach of its duties to 23. Plaintiff in that it failed to act fairly and reasonably toward Plaintiff and demonstrated a significant disregard of Plaintiff's rights and economic interests.
- Defendant as Insurer had no reasonable basis for denying Plaintiff 24. uninsured benefits under the policy of insurance and had knowledge of, or a reckless disregard of, the lack of a reasonable basis for denying benefits.
- Defendant's denial as Insurer was intentional and attended by 25. circumstances of oppression, fraud, and malice and was a breach of Defendant/Insurer's duty of good faith and fair dealing toward Plaintiff.
- Defendant's breach of its duty of good faith and fair dealing as 26. Insurer has caused and will cause Plaintiff to incur attorney's fees in the prosecution of this action.
- As a direct and proximate result of Defendant's breach of its duty 27. of good faith and fair dealing as Insurer, Plaintiff has suffered and will continue to suffer economic damage and resulting emotional distress.

THIRD CAUSE OF ACTION (AGAINST DEFENDANT/INSURER) **VIOLATION OF STATE UNFAIR TRADE PRACTICES ACT**

- Plaintiff reincorporates by reference the foregoing paragraphs. 28.
- By refusing to pay uninsured motorist benefits to Plaintiff as 29. required by the policy of insurance, Defendant as Insurer has violated the provisions of the Unfair Trade Practices Act.

30. Because Defendant as Insurer acted knowingly and willfully in violation of the Unfair Trade Practices Act, Plaintiff is entitled to punitive damages from Defendant as Insurer.

FOURTH CAUSE OF ACTION (AGAINST DEFENDANT/INSURER) PUNITIVE DAMAGES

- 31. Plaintiff reincorporates by reference the foregoing paragraphs.
- 32. Defendant acted with oppression, fraud, express and implied malice, and a reckless disregard for the interests and rights of Plaintiff by refusing to provide compensation benefits owed to Plaintiff, entitling Plaintiff to an award of punitive damages pursuant to SDCL 21-3-2.
- 33. Upon information and belief, Defendant engaged in a pattern and practice of acting in bad faith.

FIFTH CAUSE OF ACTION (AGAINST DEFENDANT/INSURER) ATTORNEY'S FEES

- 34. Plaintiff reincorporates by reference the foregoing paragraphs.
- 35. The denial of payment of benefits owed pursuant to Plaintiff's uninsured motorist claim was made vexatiously and without reasonable cause, entitling Plaintiff to an award of attorney's fees incurred in an effort to secure Defendants' compliance as Insurer with the terms of the policy of insurance, pursuant to SDCL 58-12-3.

WHEREFORE, Plaintiff prays for judgment against the Defendant as

Insurer for all general and special damages suffered by Plaintiff, in an amount
to be determined by the jury, together with Plaintiff's costs and disbursements
herein, and for such other and further relief as the Court deems just and
equitable.

DEMAND FOR JURY TRIAL

Pursuant to the provisions of Federal Rule of Civil Procedure 38, Plaintiff
Leslie Bonrud hereby demands a trial by jury of any issue triable of right by
jury.

Dated the 9th day of April, 2025.

BEARDSLEY, JENSEN & LEE, Prof. L.L.C.

By: Rrad I Lee

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P.O. Box 9579

Rapid City, SD 57709

Telephone: (605) 721-2800 Facsimile: (605) 721-2801

E-mail: blee@blackhillslaw.com

Attorneys for Plaintiff

JS 44 (Rev. 03/24)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS	(a) PLAINTIFFS			DEFENDANTS						
LESLIE BONRUD			ZURICH AMERICAN INSURANCE COMPANY							
(b) County of Residence	of First Listed Plaintiff	Meade Co.		County of Residence of First Listed Defendant						
	XCEPT IN U.S. PLAINTIFF O	'ASES)		(IN U.S. PLAINTIFF CASES ONLY)						
				NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.						
(c) Attorneys (Firm Name,	Address, and Telephone Numb	ber)		Attorneys (If Kno	mn)					
Brad J. Lee, Be	ardsley, Jensen & L	ee, Prof. LLC, PO	Box							
9579 Rapid City	, SD 57709: Phone	(605) 721-2800								
II. BASIS OF JURISD	ICTION (Place an "X" is	n One Box Only)	III. CI	TIZENSHIP OF		NCIPA		(Place an "X" in C and One Box for I		
1 U.S. Government	3 Federal Question			•	PTF	DEF			PTF	DEF
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